

Christina N. Goodrich (SBN 261722)  
christina.goodrich@klgates.com  
Cassidy T. Young (SBN 342891)  
cassidy.young@klgates.com  
K&L GATES LLP  
10100 Santa Monica Boulevard  
Eighth Floor  
Los Angeles, CA 90067  
Telephone: +1 310 552 5000  
Facsimile: +1 310 552 5001

*[Additional counsel on signature page]*

**Attorneys for Plaintiff  
Entropic Communications, LLC**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

ENTROPIC COMMUNICATIONS, LLC,  
  
Plaintiff,  
  
v.  
  
DISH NETWORK CORPORATION, *et*  
*al.*,  
  
Defendants.

Case No.: 2:23-cv-01043-JWH-KES  
(Lead Case)  
Case No.: 2:23-cv-01047-JWH-KES  
(Related Case)  
Case No.: 2:23-cv-01048-JWH-KES  
(Related Case)  
Case No.: 2:23-cv-05253-JWH-KES  
(Related Case)

ENTROPIC COMMUNICATIONS, LLC,  
  
Plaintiff,  
  
v.  
  
COX COMMUNICATIONS, INC., *et al.*,  
  
Defendants.

[Assigned to the Honorable John W.  
Holcomb]

**PLAINTIFF ENTROPIC'S  
APPLICATION TO FILE  
DOCUMENTS UNDER SEAL  
REGARDING PLAINTIFF'S  
SECOND AMENDED  
COMPLAINT; DECLARATION OF  
CASSIDY T. YOUNG; [PROPOSED]  
ORDER**

1 ENTROPIC COMMUNICATIONS, LLC,

2 Plaintiff,

3 v.

4 COMCAST CORPORATION, *et al.*,

5 Defendants.

6 ENTROPIC COMMUNICATIONS, LLC,

7 Plaintiff,

8 v.

9 DIRECTV, LLC, *et al.*,

10 Defendants.

**TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Pursuant to Central District of California Local Rule 79-5.2.2(a), Plaintiff Entropic Communications, LLC (“Entropic” or “Plaintiff”) hereby applies for an order sealing unredacted information referenced in Entropic’s Proposed Second Amended Complaint, which contains details related to a confidential agreement between Defendant Comcast and a third-party entity.

Each portion of the documents referenced in the chart below have been designated as confidential pursuant to agreements reached between third parties or have been filed under seal by Defendant Comcast. (*See* Decl. of Cassidy T. Young in Support of Entropic’s Application to File Documents Under Seal, ¶ 4.) Entropic, therefore, applies to file such documents and information under seal pursuant to Local Rule 79-5.2.2(a).

The information to be sealed is identified below:

<b>Item to be Sealed Pursuant to L.R. 79-5.2.2(a)</b>	<b>Description of Information</b>
Entropic’s Proposed Second Amended Complaint against Defendant Comcast (“SAC”) at ¶¶ 37-41, including footnote 4.	Terms of confidential agreement between Entropic and a third-party entity.
Entropic’s SAC at Subheading A and ¶¶ 43-70.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic’s SAC at ¶¶ 144-147.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic’s SAC at ¶ 149.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic’s SAC at ¶ 151.	A letter between Comcast and Entropic that Comcast filed under seal.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Entropic's SAC at Subheading D.5 and ¶¶ 183-185.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 257.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion Entropic's SAC at ¶ 264.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 298.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 305.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 338.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 345.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 378.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 383.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 418.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 425.	Terms of confidential agreement between Comcast and a third-party entity.
	Entropic's SAC at ¶ 458.	Terms of confidential agreement between Comcast and a third-party entity.
	A portion of Entropic's SAC at ¶ 464.	Terms of confidential agreement between Comcast and a third-party entity.

Entropic's SAC at ¶ 497.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 504.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 537.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 543.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 575.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 581.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 613.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 619.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 651.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 657.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's SAC at ¶ 689.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's SAC at ¶ 695.	Terms of confidential agreement between Comcast and a third-party entity.

**Redline Compare Between FAC and SAC<sup>1</sup>**

Entropic's Redline Compare of First and Second Amended Complaint against Defendant Comcast ("Redline") at ¶¶ 37-41, including footnote 4.	Terms of confidential agreement between Entropic and a third-party entity.
Entropic's Redline at Subheading A and ¶¶ 43-69.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic's Redline at ¶¶ 143-146.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 148.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Entropic's Redline ¶ 150.	A letter between Comcast and Entropic that Comcast filed under seal.
Entropic's Redline at Subheading D.5 and ¶¶ 182-184.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 256.	Terms of confidential agreement between Comcast and a third-party entity.
A portion Entropic's Redline at ¶ 263.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 297.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 304.	Terms of confidential agreement between Comcast and a third-party entity.

<sup>1</sup> The Redline paragraph numbers track the paragraph numbers as modified by the Proposed Second Amended Complaint.

Entropic's Redline at ¶ 337.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 344.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 377.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 382.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 417.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 424.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 457.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 463.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 496.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 503.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 536.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 542.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 574.	Terms of confidential agreement between Comcast and a third-party entity.

A portion of Entropic's Redline at ¶ 580.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 612.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 618.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 650.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 656.	Terms of confidential agreement between Comcast and a third-party entity.
Entropic's Redline at ¶ 688.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Entropic's Redline at ¶ 694.	Terms of confidential agreement between Comcast and a third-party entity.
Exhibit D to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit F to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit H to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit J to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.



Exhibit L to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit N to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit O to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit P to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit R to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit T to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit V to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.
Exhibit X to Entropic's SAC	Infringement contentions marked "Confidential" pursuant to Protective Order and containing non-public, proprietary business information.

Pursuant to Local Rule 79-5.2.2(a), Entropic applies to file under seal the documents listed above. Under Rule 79-5.2.2(a), a party may seek leave to file a document under seal so long as the Application describes the nature of the information

1 that should be closed to public inspection and is accompanied by: (1) a declaration  
2 establishing good cause why the strong presumption of public access in civil cases  
3 should be overcome and informing the Court whether anyone opposes the Application;  
4 (2) a proposed order; (3) a redacted version of the relevant documents; and (4) an  
5 unredacted version of the relevant documents. Entropic has complied with these  
6 requirements. The information that Entropic seeks to seal is contained within: (1) a  
7 confidential agreement between Comcast and a third-party entity; (2) a confidential  
8 agreement between Entropic and a third party; (3) a letter between Entropic and  
9 Comcast that Comcast filed under seal; and (4) Entropic's infringement contentions,  
10 which reference non-public, proprietary business information and were marked  
11 confidential pursuant to the Protective Order entered in this action (1048 DE 158). The  
12 public does not have an interest in accessing this confidential information.  
13 Additionally, Entropic's request is narrowly tailored to only prevent the public from  
14 viewing confidential information. Finally, counsel for Comcast indicated that it does  
15 not oppose Entropic's under seal filing.

16 Therefore, compelling reasons exist to seal the highlighted portions of the above  
17 documents. *See Aya Healthcare Servs., Inc. v. AMN Healthcare, Inc.*, 2020 WL  
18 1911502, at \*5 (S.D. Cal. Apr. 20, 2020) ("The Court agrees that compelling reasons  
19 exist to seal references . . . to Defendants' proprietary business records that detail  
20 sensitive financial terms, proprietary business strategies, and confidential negotiations  
21 and agreements with third parties."); *In re Qualcomm Litig.*, 2019 WL 1557656, at \*3  
22 (S.D. Cal. Apr. 10, 2019) (granting motions to seal "confidential business information  
23 of the parties, including trade secrets, proprietary business records, discussions of  
24 internal strategy, company dealings, and materials designated as 'Highly  
25 Confidential'").

26 Accordingly, Entropic respectfully requests that this Court order the unredacted  
27 documents to be filed under seal. Concurrent with this filing, Entropic has filed  
28

1 redacted versions of these documents with the Court, which only redact information  
2 necessary to protect confidential, private, and otherwise non-public information therein.

3  
4 Dated: December 8, 2023

Respectfully Submitted,

5 By: /s/ Cassidy T. Young  
6 Christina N. Goodrich (SBN 261722)  
7 Cassidy T. Young (SBN 342891)  
8 **K&L GATES LLP**  
9 10100 Santa Monica Blvd., 8th Fl.  
10 Los Angeles, CA 90067  
11 Tel.: (310) 552-5547  
12 Fax: (310) 552-5001  
13 christina.goodrich@klgates.com  
14 cassidy.young@klgates.com

15 James A. Shimota (*pro hac vice*)  
16 Samuel P. Richey (SBN 278444)  
17 Katherine L. Allor (*pro hac vice*)  
18 70 W. Madison Street, Ste 3300  
19 Chicago, Illinois 60602  
20 Telephone: (312) 807-4299  
21 Fax: (312) 827-8000  
22 jim.shimota@klgates.com  
23 samuel.richey@klgates.com  
24 katy.allor@klgates.com

25 Peter E. Soskin (SBN 280347)  
26 4 Embarcadero Center, Ste 1200  
27 San Francisco, CA 94111  
28 Telephone: (415) 882-8220  
peter.soskin@klgates.com

***Attorneys for Plaintiff, Entropic  
Communications, LLC***